

NOTICE TO INTERESTED PARTIES

This solicitation document is provided to you for **information purposes**. If interested in responding to this solicitation, you must submit your offer on an Offer diskette, available from the ASO-Purchasing and Contracts Staff at the Department of Public Safety, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814. Upon obtaining the diskette, you must register your company by providing contact information for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer will be automatically rejected and not considered for award.

Request for Information

Submit FAX or E-MAIL to:

FAX No.:

(808) 587-1244

E-mail Address:

michael.b.clack@hawaii.gov

or

marc.s.yamamoto@hawaii.gov

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
HONOLULU, HAWAII

Legal Ad Date: March 22, 2010

INVITATION FOR BIDS

NO. PSD 10-CPSFS-27

SEALED BIDS

FOR

FURNISHING AND DELIVERING

FRESH PRODUCE

FOR

CORRECTIONAL FACILITIES
ON HAWAII, AND MAUI

will be received up to and opened at 2:00 p.m. on

April 5, 2010

in the Department of Public Safety, Administrative Services Office, 919 Ala Moana Blvd., Room 413, Honolulu, Hawaii 96814.

Questions relating to this solicitation may be directed in writing to Marc Yamamoto at facsimile no. (808) 587-1244; or e-mail at marc.s.yamamoto@hawaii.gov.

Clayton A. Frank, Director
Department of Public Safety

Offeror Name

PSD 10-CPSFS-27

!! NOTICE TO OFFERORS !!

HAWAII PRODUCT PREFERENCE

The Hawaii products preference pursuant ACT 175, SLH 2009 maybe applicable for items specified. Persons wishing to certify and qualify a product not currently listed as a Hawaii Product shall submit a *Certification for Hawaii Product Preference* (form SPO-38) to: **Department of Public Safety, Administrative Services Office – Procurement and Contracts Unit, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814, no later than March 24, 2010.** View the current Hawaii Products List on the State Procurement Office (SPO) website at <http://hawaii.gov/spo>, click on 'Procurement of Goods, Services, and Construction-Chapter 103D, HRS'; under 'Procurement', click on 'Preferences', 'Hawaii Products' and select 'Hawaii Products List'.

For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). The form is available on the SPO webpage at <http://hawaii.gov/spo> under the 'Quicklinks' menu; click on 'Forms for Vendors, Contractors, and Services Providers' to view and complete form SPO-38 online go to http://www4.hawaii.gov/StateFormsFiles/spo-38rev10_8_09.pdf.

Late submittals for this solicitation will not be reviewed by this agency.

Reminder: Website Addresses/Directions

<http://hawaii.gov/labor/forms>

[Refer to 2. **HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award** on SPECIAL PROVISIONS page SP-7]

<http://hawaii.gov/dcca/areas/breg/online/>

[Refer to 3. **Compliance with Section 103D-310(c)(1) and (2), HRS** on SPECIAL PROVISIONS page SP-8]

<http://hawaii.gov/spo> Select "Forms for Vendors/Contractors/Service Providers" in the *Quicklinks* menu.

[Refer to **Final Payment Requirements** on SPECIAL PROVISIONS page SP-8]

Reminder: Electronic Procurement Dollar Amount

With the implementation of an electronic small purchase request for quotes (eRFQ) system for purchases less than **\$100,000** per year, registered vendors will be able to receive and respond to quote inquiries from agencies.

[Refer to **eRFQ** on SPECIAL PROVISIONS page SP-12]

Reminder: Possible effect of Electronic Procurement

Effective July 1, 2007, this solicitation and subsequent contract(s) MAY be conducted entirely on the internet.

[Refer to **ELECTRONIC PROCUREMENT** on SPECIAL PROVISIONS page SP-12.]

FRESH PRODUCE FOR CORRECTIONAL FACILITIES ON
HAWAII, AND MAUI
PSD 10-CPSFS-27

Procurement Officer
Department of Public Safety
State of Hawaii
Honolulu, Hawaii 96814

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions Form AG-008 as revised, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check ☒ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

- ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ Other _____

Federal I.D. No.: _____

Hawaii General Excise Tax License I.D. No.: _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

(x) _____
Authorized (Original) Signature

Date: _____

Telephone No.: _____

Name and Title (Please Type or Print)

Fax No.: _____

* _____
Exact Legal Name of Company (Offeror)

E-mail Address _____

*If Offeror is a "dba" or a "division" of a corporation,
furnish the exact legal name of the corporation
under which the awarded contract will be executed:

IFB NO: PSD 10-CPSFS-27
 Fresh Produce
 Opening: 2:00 p.m., April 5, 2010

STATE OF HAWAII
 DEPARTMENT OF PUBLIC SAFETY
 HONOLULU, HAWAII

FOR: HAWAII CCC
 EFFECTIVE: 04/11/10 TO 04/10/11

							Hawaii Product (HP) or HI Agricultural Product (HAP) Preference		
Item No.	Description	Unit of Measure	HCCC	Monthly Quantity Available (1)	Unit Bid Price (2)	Total Monthly Bid Amount (1) x(2) = (3)	HP	HAP	Date Produce Available for Delivery
VEGETABLES									
1	Cabbage, Head	pound	2500						
2	Cabbage, Red	pound	100						
3	Cabbage, Chinese (Won Bok)	pound	300						
4	Carrots, Jumbo	pound	500						
5	Celery	pound	500						
6	Cucumber (off grade)	pound	50						
7	Eggplant, Round (off grade)	pound	100						
8	Garlic, Bulb	pound	75						
9	Ginger (off grade)	pound	50						
10	Lettuce, Head, Iceberg	pound	700						
11	Lettuce, Romaine	pound	700						
12	Onion, Round, Jumbo	pound	1000						
13	Onion, Green	pound	50						
14	Parsley, American	pound	5						
15	Pepper, Bell	pound	250						
16	Potato, Russet (#2)	pound	750						
17	Potato, Sweet	pound	20						
18	Tomato (off grade)	pound	225						
19	Watercress	bunch	10						
FRESH FRUITS									
20	Apples, Red Delicious, 125 ct.	case	32						
21	Bananas	pound	1280						
22	Oranges, 113 ct.	case	32						
23	Watermelon (seasonal only)	pound	300						
24	Lemon, Whole, 140 ct	case	25						
MISCELLANEOUS									
25	Noodles, Chow Mein	pound	200						
26	Tofu, Medium/Firm	block	120						

IFB NO: PSD 10-CPSFS-27
 Fresh Produce
 Opening: 2:00 p.m., April 5, 2010

STATE OF HAWAII
 DEPARTMENT OF PUBLIC SAFETY
 HONOLULU, HAWAII

FOR: MAUI CCC
 EFFECTIVE: 04/11/2010 to 04/10/2011

							Hawaii Product (HP) or HI Agricultural Product (HAP) Preference		
Item No.	Description	Unit of Measure	MCCC	Monthly Quantity Available (1)	Unit Bid Price (2)	Total Monthly Bid Amount (1) x(2) = (3)	HP	HAP	Date Produce Available for Delivery
VEGETABLES									
1	Cabbage, Head	pound	2500						
2	Cabbage, Red	pound	180						
3	Cabbage, Chinese (Won Bok)	pound	0						
4	Carrots, Jumbo	pound	1200						
5	Celery	pound	1200						
6	Cucumber (off grade)	pound	100						
7	Eggplant, Round (off grade)	pound	0						
8	Garlic, Bulb	pound	0						
9	Ginger (off grade)	pound	60						
10	Lettuce, Head, Iceberg	pound	0						
11	Lettuce, Romaine	pound	120						
12	Onion, Round, Jumbo	pound	1000						
13	Onion, Green	pound	25						
14	Parsley, American	pound	4						
15	Pepper, Bell	pound	400						
16	Potato, Russet (#2)	pound	400						
17	Potato, Sweet	pound	50						
18	Tomato (off grade)	pound	100						
19	Watercress	bunch	0						
FRESH FRUITS									
20	Apples, Red Delicious, 125 ct.	case	48						
21	Bananas	pound	0						
22	Oranges, 113 ct.	case	48						
23	Watermelon (seasonal only)	pound	600						
24	Lemon, Whole, 140 ct	case	0						
MISCELLANEOUS									
25	Noodles, Chow Mein	pound	0						
26	Tofu, Medium/Firm	block	150						

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

ASO-PC	=	Department of Public Safety, Administrative Services Office— Purchasing and Contracts, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GC	=	General Conditions Form AG-008 Rev. 4/15/2009, by the Department of the Attorney General.
IFB	=	Invitation for Bids
GET	=	General Excise Tax
HST	=	Hawaii Standard Time
HCCC	=	Hawaii Community Correctional Center
MCCC	=	Maui Community Correctional Center

SCOPE

The furnishing and delivering of Fresh Produce for correctional facilities on Hawaii and Maui, Department of Public Safety, as specified herein, shall be in accordance with these Special Provisions, Specifications, and the GC by reference made a part hereof and available at the ASO-PC and on the State of Hawaii, State Procurement Office's website: <http://www4.hawaii.gov/StateFormsFiles/ag008.doc>.

POINT OF CONTACT

For the purposes of the resultant price schedule, the points of contact are as follows:

		<u>Telephone</u>	<u>Facsimile</u>
Contract issues:	Mr. Marc Yamamoto	(808) 587-1215	(808) 587-1244
Facility ordering:	Mr. Frank Lopez	(808) 587-1266	(808) 587-1280

TERM OF CONTRACT

Each contract shall be for a period of twelve (12) months, commencing April 11, 2010 and ending April 10, 2011. Unless terminated, this contract may be extended for two (2) additional twelve month periods or portions thereof, subject to prior written consent .

OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

The State will not participate in determinations regarding an Offeror's authority to sell the product(s) specified herein. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product, the Offeror should resolve the questions prior to submitting an offer. If an Offeror offers a product that meets specifications and is acceptable, and the price submitted is the lowest price bid, the contract will be awarded to that Offeror.

STATE'S COMMITMENT

In return for prices submitted, the correctional facilities will purchase all of their requirements for products listed herein from the lowest responsive, responsible Offeror(s). It is provided, however, when the quality level or product design is not suited to the agency's purpose, the Department's Food Services Division in consultation with the Procurement Officer, may grant an exception to this commitment.

OFFEROR QUALIFICATIONS

At the time of offer and during the contract period, Offeror must have a wholesale or retail business within the State of Hawaii to warehouse, inventory, and deliver the items awarded. Award will not be made to any Offeror not meeting the qualification requirements.

QUANTITIES

Quantities listed herein are **estimates** for a one-month period. No guarantee to purchase the exact amount listed is intended or implied. Estimated quantities specified herein are subject to change prior to award, and the State reserves the right to increase or decrease the estimated quantity requirements within a twenty-five percent (25%) range for each item during the twelve-month period. For this reason, vendors are cautioned that inventory hardships could arise from stocking materials for State use only. Notwithstanding the foregoing, bidder agrees that all items offered shall be delivered in accordance with the delivery requirements specified herein at the quoted unit bid prices.

Facilities shall notify the Contractor of any increase in quantities with as much lead time as possible to allow Contractor to provide the item(s). If the Contractor fails or refuses to supply the ordering facility with any item, the facility reserves the right to purchase the item(s) from other sources and to charge the Contractor the difference in price.

In the event the requirements do not materialize in the quantities listed, such failure shall not constitute grounds for an equitable adjustment under this contract.

RESPONSIBILITY OF OFFERORS

Offerors are encouraged to submit the items below with their offer. Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of Section 3-122-112, Hawaii Administrative Rules (HAR).

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); **or**
 - b. Be registered to do business in the State. (hereinafter referred to as a "compliant non-Hawaii business").

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

OFFER PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the Offer Form, page OF-1 shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Hawaii business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

Bid Price. Unit bid prices shall be rounded to the nearest cent (no more than two decimal places), and shall be based on delivery to destination and stacking of items in storage area(s) as requested by using agencies, and shall include all costs except the Hawaii GET, currently 4% for all islands except Oahu, and 4.5% for the island of Oahu only. The amount of the GET may be added to the invoice as a separate line item and shall not exceed the current rate.

All prices shall remain firm for the twelve month period specified herein, subject to the price adjustment section herein, Special Provisions, page SP-9.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate for all islands except Oahu, and 4.5% for the island of Oahu only, which includes the .5% assessment for the County Surcharge Tax (CST); and also liable for the applicable Use tax at the current at the rate of .5%. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the price offer submitted by an Offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustments.

Multiple or Alternate Offers. Multiple or Alternate Offers shall not be accepted. An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror

may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all Offeror's offers for that line item shall be rejected.

Offer Guaranty. An offer security deposit is not required for this solicitation.

HAWAII PRODUCTS PREFERENCE

In accordance with ACT 175, SLH 2009, the Hawaii products preference is applicable to this solicitation. Hawaii Products are available for those items noted on the offer form.

The Hawaii products list is available on the SPO webpage at <http://hawaii.gov/spo>, click on 'Procurement of Goods, Services, and Construction-Chapter 103D, HRS'; under 'Procurement' click on 'Preferences', 'Hawaii Products' and select 'Hawaii Products List' to view. See attached Hawaii Products Lists for approved items.

Offeror offering a Hawaii Product (HP) shall identify the HP on the solicitation offer page(s). Any person desiring a Hawaii product preference shall have the product(s) certified and qualified if not currently on the Hawaii products list, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. *The responsibility for certification and qualification shall rest upon the person requesting the preference.*

Persons desiring to qualify their product(s) not currently on the Hawaii product list shall complete form SPO-38, *Certification for Hawaii Product Preference* (attached) and submit to the Procurement Officer no later than **March 24, 2010**, and provide all additional information required by the Procurement Officer. For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). Form SFO-38 is available on the SPO webpage at <http://hawaii.gov/spo> under the 'Quick/inks' menu; click on 'Forms for Vendors, Contractors, and Service Providers'.

When a solicitation contains both HP and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price offered for a HP item shall be decreased by subtracting 10% for the class I or 15% for the class II HF items offered, respectively. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.

Change in Availability of Hawaii product. In the event of any change that materially alters the offeror's ability to supply Hawaii products, the offeror shall immediately notify the procurement officer in writing and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

OFFER SUBMITTAL

Offeror shall submit: (a) the diskette provided (containing the completed Offer Form pages), and (b) a completed and signed Offer Form page OF-1. Hard copy of the Offer Form pages will be disregarded and the Offer Form pages on the diskette shall govern. Offeror is cautioned that illegible offers of any item may be automatically rejected to avoid any errors in interpretation during the offer evaluation process. Offerors may not be given an opportunity to clarify questionable prices.

Offeror shall submit the offer in a sealed envelope identified with the following information:

Offeror's name address and telephone number
The words, "INVITATION FOR BIDS"
The Invitation for Bids number and title
Date and time of the bid opening
Attention: Purchasing and Contracts

Offers shall be received up to the time fixed in the public notice for opening of bids, or as amended. Any offer failing to meet the bid opening deadline shall not be considered for award.

Faxed Documents. Facsimile or e-mailed version of bid offers shall NOT BE ACCEPTED. Offerors shall plan accordingly to meet the bid opening date.

SAMPLE, PRODUCT LABEL AND/OR WRITTEN STATEMENTS REQUIRED

When requested by the State, Offeror shall submit sample, product label, product number, and/or written statements verifying that the item(s) offered meets specifications. Samples, product labels, and/or additional literature shall be provided at Offeror's own expense and submitted within five (5) calendar days from the date of the State's request. Failure to do so shall be sufficient cause for rejection of the item offer. Any samples submitted for testing purposes shall become the property of the State and may not be returned to the Offeror.

The State shall be the sole judge of the quality and suitability of the item(s) offered and its decision shall be final.

METHOD OF AWARD

UNIT BID PRICE AND AVAILABLE QUANTITY: Up to three multiple award(s) may be issued for each individual item for each geographic area based on the responsive and responsible Offeror(s) submitting the lowest unit bid price per item and the item's available quantity as determining the primary vendor, a secondary award may be made to the offeror submitting the second lowest unit bid price, and their available quantity up to the balance of estimated quantity and so on, contingent on the provisions specified in the following paragraph. Unit Bid Price (UBP) shall be rounded to the nearest penny and the rounded figure shall be considered to be the UBP.

For each item, where Hawaii Products Preference are involved, award shall be made to the lowest evaluated unit bid price. Where offers on an item include both registered Hawaii Products and non-Hawaii Product(s), for the purpose of determining the lowest evaluated offer, all offers for Hawaii Products shall be decreased by their applicable classification preferences. Award shall be the amount of the price offered, exclusive of any preference.

Offeror need not submit an offer on all items or islands to qualify for award. Offeror must complete all information requested for each item to qualify for award. No Offeror will be allowed to clarify product identification after bid opening. This is to assure that all offers are submitted under the same conditions with no opportunity for one Offeror to have an advantage over any other Offeror after exposure of Offers.

AVAILABILITY OF PRODUCE FOR DELIVERY: The anticipated start date of the resultant contract is April 11, 2010. If an offeror has the lowest evaluated bid price for an item, but indicates a delivery date after the April 11, 2010 start date, the procurement officer, may at its sole discretion, temporarily award the item to the offeror submitting the second lowest evaluated bid price for that item until delivery requirements can be met by the lowest bid price offeror.

The Corrections Program Services Food Services Officer determines the acceptability of packaging for the correctional facilities.

The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, HAR.

REQUIREMENT FOR AWARD

To facilitate award it is recommended that Offerors furnish the following documents to the procurement officer to demonstrate compliance with the requirements of Section 3-122-112, HAR with their bid submittal.

Responsibility of Lowest Responsive Bidder. Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the ASO-PC prior to award, the lowest responsive Offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

1. HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the ASO-PC.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/alphalist.html#a>

DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the ASO-PC. However, the tax clearance certificate shall be submitted to the ASO-PC.

2. **HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.** Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/forms> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the ASO-PC.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the ASO-PC. However, the certificate shall be submitted to the ASO-PC.

3. **Compliance with Section 103D-310(c)(1) and (2), HRS.** (Certificate of Good Standing). Instructions are as follows:

Pursuant to section 3-122-112, HAR, the lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at <http://hawaii.gov/dcca/areas/breg/online/>. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the ASO-PC as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), will be required for final payment. A copy of the Form is available at <http://hawaii.gov/spo>. Select "Forms for Vendors/Contractors/Service Providers" in the *Quicklinks* menu.

Hawaii Compliance Express. Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

TIE OFFERS

Tie offers received from responsive Offerors that are identical in price shall be awarded in the following manner:

Award shall be resolved by the drawing of cards. Offeror with highest value card will be awarded.

REQUEST FOR WITHDRAWAL OF OFFER

An Offeror may submit a written request to withdraw their offer or portion thereof prior to the Notice of Award. All requests shall be accompanied by applicable documentation justifying the request for withdrawal. Any request for withdrawal of an offer for an item or a group of items shall be subject to approval by the Procurement Officer or its designee. Failure to submit documentation justifying the Offeror's request shall be sufficient reason to deny the request.

No requests for withdrawal shall be considered after the Notice(s) of Award(s), if any, have been issued.

CONTRACT EXECUTION

Successful Offeror(s) will receive a Notice of Award by letter, which will be attached to a Department of Public Safety price schedule confirming the Items, which the respective successful Offeror has been awarded. This method of award does not waive compliance with the Specifications, Special Provisions, and GC of the bid.

No work is to be undertaken by the Contractor prior to the contract commencement date. The State of Hawaii will not be liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date.

Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

PRICE ADJUSTMENT

Bid prices quoted shall remain firm for the first three (3) months of this contract. Request for a price adjustment shall be made on the second month of the contract. The first request shall be made no later than June 10, 2010. Approved price adjustments shall be made effective on the first day of the following three-month period.

Requests shall be accompanied with documentation justifying the price adjustment. Documentation shall include, but not limited to, cost pricing data at the time of the bid submittal and cost pricing data for the requested price adjustment. Costs may include cost elements for the growing of the produce (for the farmers), or the produce itself (wholesales/distributors), in no case shall the costs for overhead or additional profit be considered.

ORDERS AND DELIVERY

A price schedule shall be established from which each facility shall issue purchase orders to the Contractor(s) as supplies are needed during the contract period.

Deliveries shall be made between the 1st and 15th day of each month unless otherwise specified on the purchase orders. Contractor is obliged to deliver according to these contract terms and within the required delivery time. Contractor shall not impose minimum case quantities for deliveries.

PRODUCT PACKAGE LABELLING

All product packaging must be clearly labeled identifying the contents, the packaging size/weight, the manufacturing source, the packing date, and the country of origin. If the packing date is part of a code, Contractor shall be able to provide the ordering facility with information on how to read the code. Contractor shall not repackage any product from the manufacturer's original packaging, whether it is individually wrapped or boxed in cases, without the approval of the ordering facility.

QUALITY OF GOODS

In the event any item(s) furnished by the Contractor fails to conform to the specifications, or if item(s) delivered are received spoiled, stale, damaged, out-dated, or in a condition not fit for consumption or usage, the State reserves the right to reject such item(s). It shall thereupon become the duty of the Contractor to replace such rejected item(s) immediately without expense to the State. Should Contractor fail, neglect, refuse to do so, or if in the opinion of the State, it occurs too often, the State shall have the right to terminate the contract for default in accordance with Section 13 of the General Conditions and/or initiate the debarment process pursuant to chapter 3-126, Legal and Contractual Remedies, Hawaii Administrative Rules (HAR).

The State will be the sole judge of the quality and suitability of the item(s) offered and its decision shall be final. Failure to replace any rejected item shall not relieve the Contractor from the responsibility imposed upon him by the contract.

No payment, whether partial or final, shall be construed to be an acceptance of defective products.

INVOICING

An original plus one (1) copy to:

Department of Public Safety
Corrections Program Services
919 Ala Moana Blvd. Rm 405
Honolulu, HI 96814;

and one copy sent directly to the ordering facility. Contractor shall reference the purchase order number on the invoice.

The invoice shall indicate the price per unit, the quantity delivered, and the calculated price extension. Applicable Hawaii General Excise Tax shall be shown separately and added to the calculated price extension total on the invoice.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

FAILURE TO DELIVER

Contractor shall be obliged to deliver items awarded in this contract in accordance with the terms and conditions stated herein. When an item is not available, it shall be the Contractor's responsibility to obtain prior approval from the Contract Administrator to deliver an equal or better substitute at the contract price quoted.

If the Contractor fails to deliver awarded bid items within the time specified because of conditions beyond his control, the State reserves the right to purchase in the open market a corresponding quantity of any such item and thereby deleting this quantity from the State's obligation to the Contractor. The State will not assess the Contractor the difference between the price named in the contract and the actual cost charged to the State, provided the Contractor substantiates in writing with documentation the cause of non-delivery of the item(s). However, the Contractor shall be liable for any excess costs for such similar goods if he is unable to substantiate to the satisfaction of the State or if in the opinion of the State, the failure to deliver goods was due to the negligence of the Contractor.

In the event Contractor consistently needs to substitute or refuses to substitute products, the State reserves the right to terminate the contract and/or initiate the debarment process pursuant to chapter 3-126, Legal and Contractual Remedies, Hawaii Administrative Rules (HAR).

VENDOR AND PRODUCT EVALUATION

Product Evaluation. Upon the Purchasing and Contracts Staff receiving a product quality complaint from any facility, a copy will be sent to the Contractor. The Contractor shall follow-up with the manufacturer, if necessary, and respond to the Purchasing and Contracts Staff as to what remedies have or will be taken to correct the problem. If the product quality is not improved and the complaint(s) persist, steps will be taken to delete the Contractor's product from the price list.

Vendor Evaluation. In the event of a complaint regarding a Contractor's service (i.e., delivery delays, numerous backorders, failure to correct defective product deliveries etc.), Contractor

shall be sent a copy of the complaint. Within one (1) week of Contractor's receipt of the complaint, Contractor shall meet with or contact the using agency to resolve the problem, then shall notify the Purchasing and Contracts Staff in writing of the measures taken to resolve the complaint.

Should the Contractor consistently receive complaints for poor service or fails to resolve the complaint(s), the Procurement Office reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-126, HAR, Legal and Contractual Remedies.

The resolving of any product and vendor evaluation complaint shall be at the Contractor's expense.

RECORDS RETENTION

The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

PROTEST

Pursuant to HRS § 103D-701, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer, Department of Public Safety, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814.

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the Procurement Reporting System on the SPO website:

<http://www.hawaii.gov/spo>

Click on to "Awards" link.

Click on to "Contracts for Goods, Services and Construction"

Click on to "Search"

Select method of solicitation from Method drop down box.

Select "Public Safety" from Department drop down box.

Review descriptions and select "Contract/PO No." link to view award information.

ELECTRONIC PROCUREMENT

Effective July 1, 2007, this solicitation and subsequent contract(s) MAY be conducted entirely on the internet.

Introduction. The State is planning to establish Hawaii's Electronic Procurement System (**HePS**) to order goods and services. Vendors are advised that the HePS is projected for implementation in the future and that the manner in which business is conducted with the State will be affected. Details are available on the internet at: <http://www.hawaii.gov/spo/E-Procurement/index.html/view>.

When the HePS is established and implemented, the impact will be two-fold:

1. **eRFQ:** With the implementation of an electronic small purchase request for quotes (eRFQ) system for purchases less than \$50,000 per year, registered vendors will be able to receive and respond to quote inquiries from agencies.
2. **eCatalog:** With the implementation of an electronic price list catalog (eCatalog) system, State Procurement Office (SPO) price lists and the Department of Public Safety's (PSD) requirements contracts (price schedules) will be available on an extranet for PSD agencies to peruse and order items from.

Method of payment may be by electronic purchase order or procurement card (pCard).

Administrative Fee. The State is planning to fund the HePS by assessing the contractor an administrative fee based on the dollar amount of sales. The State anticipates that the fee will not exceed one per cent.

Implementation of eCatalog. Upon implementation of the HePS and at the option of the PSD depending on which PSD price schedules are included in the HePS, PSD price schedule contractors shall agree to integrate its catalog of goods/services into the HePS and also agree to the following conditions.

Once the contractor's catalog is integrated into the HePS and ready to receive orders from agencies, the Contractor shall pay a transaction fee that includes the above-mentioned administrative fee for each order placed against the price list contract. We anticipate that the total of both fees will not exceed one per cent. Failure to make payments may result in termination of the contract.

The PSD will negotiate an equitable adjustment in unit prices with the price list contractors to account for the transaction fee. The State will negotiate a single pricing structure that prohibits discounts or otherwise discriminatory pricing or preferences for price list orders placed outside of the HePS, and shall require the Contractor to manually track and report the volume and dollar amount of price list purchases outside of the HePS.

FACILITY LOCATIONS

In return for prices submitted, the following correctional facilities will purchase their requirements of the products listed herein from the lowest responsible and responsive Offeror(s). Street Addresses with the Food Service Manager for each facility are as follows:

HAWAII COMMUNITY CORRECTIONAL CENTER (HCCC)
Hale Nani
3200 Kanoelehua Avenue
Hilo, Hawaii 96720
Attn: Ms. Mary N. Granger, Institutional Food Service Manager
Phone number: 981-5013 / 981-7283

MAUI COMMUNITY CORRECTIONAL CENTER (MCCC)
600 Waiale Drive
Wailuku, Hawaii 96793
Attn: Mr. Kirk Bode, Institutional Food Service Manager
Phone number: 243-5853



STATE OF HAWAII
STATE PROCUREMENT OFFICE

CERTIFICATION FOR HAWAII PRODUCT PREFERENCE

1. Legal Name of the company whose product is mined, excavated, produced, manufactured, raised or grown in the state of Hawaii

Requester:

2. dba:

3. Hawaii General Excise Tax Number:

4. Business Address

5. Email Address

6. Contact Person

7. Phone Number:

Submit one (1) form for each product.

8. Specify and provide details of the product for which preference is claimed (ie: Milk, white, 2% low fat, 1 gallon, four (4) to a case etc.):

9. Quality Standards met by product (ie. California Milk Standards, ASTM/AHSTO, USDA, etc.) :

10. Product available on: ☐ Oahu ☐ Maui ☐ Hawaii ☐ Lanai ☐ Kauai ☐ Molokai

11. Product is certified an agricultural, aquacultural, horticultural, silvicultural, floricultural, or livestock product raised, grown, or harvested in the state of Hawaii.

☐ Yes or ☐ No If yes, skip to number 14.

12	Definition: "Hawaii Input" is the part of the product cost attributable to production, manufacturing, or other expenses arising within the State of Hawaii. Fill in every line in column s A, B, & C	A Hawaii Input	B Non- Hawaii input	C Total A + B
a	Cost of direct materials to mine, excavate, produce, manufacture, raise, or grow the materials in the State of Hawaii.	\$_____ per unit	\$_____ per unit	\$_____ per unit
b	Cost of imported materials incurred after landing in the state of Hawaii, including but not limited to other articles, materials, and supplies, added to the imported materials.	\$_____ per unit	\$_____ per unit	\$_____ per unit
c	Cost of labor, variable overhead, utilities, and services, incurred in the production and manufacturing of materials or products in the State of Hawaii	\$_____ per unit	\$_____ per unit	\$_____ per unit
d	Fixed overhead cost and amortization or depreciation cost, if any, for buildings, tools, and equipment situated and located in the State of Hawaii used in the production or manufacturing of a product.	\$_____ per unit	\$_____ per unit	\$_____ per unit
e	Totals	\$_____ per unit (Add Column A)	\$_____ per unit (Add Column B)	\$_____ per unit (Add Column C)

13. Percent of Hawaii Input _____ % (12e. Column A Total + Column C Total)

14. Failure to adequately verify, deliver, or supply Hawaii products. A procurement officer who has awarded a contract finds the contractor has failed to comply with HRS §103D-1002, the contract shall be cancelled and the findings shall be referred for debarment or suspension proceedings under HRS §103D-702. Any purchase made or any contract awarded or executed in violation of this section shall be void and no payment shall be made by any purchasing agency. If debarred, the person or company shall be prohibited from bidding on any state or county government solicitations for up to three (3) years.

Should the procurement officer receiving a protest challenging the validity of the classification of a Hawaii product request an audit of the information of the proper classification of the product as defined under HRS §103D-1002, the cost of the audit shall be paid for by the requester.

In the event of any change that materially alters the offeror's ability to supply the certified Hawaii products, the offeror shall immediately notify the chief procurement officer in writing and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

Information submitted is CONFIDENTIAL or PROPRIETARY DATA, and the procurement officer shall not disclose this form, pursuant to HRS §92F-13(3).

I certify, under penalties set forth in HRS §103D-1002, that the information provided herein has been examined by me and to the best of my knowledge and belief is true, correct, complete, and made in good faith pursuant to HRS §103D-101.

Signature of Authorized Representative: _____

Date: _____

Print Name of Authorized Representative: _____

Title: _____

GOVERNMENT USE ONLY

☐ APPROVED ☐ DISAPPROVED

Procurement Officer Signature _____

Government Agency _____

Print Name _____

Date _____